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**STATE FUNDS GRANT**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**WEST CENTRAL NEBRASKA AREA AGENCY ON AGING**

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **WEST CENTRAL NEBRASKA AREA AGENCY ON AGING** (hereinafter "Grantee").

**DHHS GRANT MANAGER:**

Bob Halada  
DHHS/MLTC/State Unit on Aging  
PO Box 95026  
Lincoln, NE 68509  
DHHS.Aging@nebraska.gov

**PURPOSE.** The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

**I. TERM AND TERMINATION**

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

**II. AMOUNT OF GRANT**

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$158,826.00 (one hundred fifty eight thousand, eight hundred twenty six dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$54.00 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an

actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker  
State Unit on Aging  
Division of Medicaid & Long-Term Care  
Department of Health & Human Services  
PO Box 95026  
Lincoln, Nebraska 68509-5026  
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### III. STATEMENT OF WORK

#### A. The Grantee shall:

- a. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
- b. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
- c. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
- d. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

#### B. DHHS shall:

- a. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
- b. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

#### C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
  - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
  - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
  - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
  - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
  3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

#### **IV. GENERAL TERMS AND ASSURANCES**

##### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.

- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.
- R. HOLD HARMLESS.
1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
  2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.
- T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.
- U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.
- V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. SEVERABILITY. If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

FOR DHHS:  
Nebraska Department of Health and Human  
Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

FOR GRANTEE:  
Linda Foreman, Director  
West Central Nebraska Area Agency on Aging  
115 North Vine Street  
North Platte, NE 69101-5305  
308-535-8195

DHHS may change the DHHS Grant Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the parties have duly executed this grant hereto, and acknowledge that the individual signing below has authority to legally bind the party to this grant.

FOR DHHS:

FOR GRANTEE:

\_\_\_\_\_  
Cynthia Brammeier  
Administrator  
State Unit on Aging

\_\_\_\_\_  
Linda Foreman  
Director  
West Central NE Area Agency on Aging

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# ATTACHMENT A

WCN

Annual Budget FY 2018-19

## FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SHIP	Legal Clinic						Area Plan Admin	TOTAL
<b>COST CATEGORIES</b>										
1. Personnel	\$200,120	\$83,047								\$283,167
2. Travel	\$9,655	\$4,500								\$14,155
3. Print & Supp.	\$1,550	\$1,000								\$2,550
4. Equipment	\$150	\$150								\$300
5. Build Space	\$13,200	\$7,100								\$20,300
6. Comm. & Utilit.	\$3,525	\$2,250								\$5,775
7. Other	\$10,600	\$5,000	\$360							\$15,960
8a. Raw Food										\$0
8b. Contractual			\$3,390							\$3,390
9. GROSS COST	\$238,800	\$103,047	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$345,597
<b>NON-MATCHING</b>										
10. Other Funding		\$40,000								\$40,000
11a. Title XX/Medicaid										\$0
11b. NSIP										\$0
12a. Income Cont./Fees	\$250									\$250
12b. TOTAL NON-MATCH	\$250	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,250
13. ACTUAL COST	\$238,550	\$63,047	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$305,347
<b>MATCH</b>										
14a. Local Public (Cash)										\$0
14b. Local Public (In-Kind)										\$0
15a. Local Other (In-Kind)										\$0
15b. Local Other-Cash										\$0
16a. TOTAL LOCAL MATCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16b. Cost Less Match	\$238,550	\$63,047	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$305,347
<b>FUNDING</b>										
17a. CASA	\$79,724	\$63,047	\$3,750							\$146,521
17b. CASA (Used as Match)										\$0
18a. SUA Grants										\$0
18b. Special Award										\$0
18c. Care Management										\$0
18d. TOTAL SUA COST	\$238,550	\$63,047	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$305,347

Sen. Vol. units are reported under

volunteerism in NAMS

Projected Units	4,418.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 54.05	#DIV/0!	\$ 937.50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 54.00	#DIV/0!	\$ 937.50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

CASA Only

May 1, 2018

42920 Y3

# ATTACHMENT B

State Unit on Aging

Care Management Reimbursement Request

Form C  
42920 Y3

NEBRASKA

Subrecipient Name West Central Nebraska Area Agency on Aging

Good Life. Great Mission.

Address Book No. 554768

DEPT. OF HEALTH AND HUMAN SERVICES

Subaward No. \_\_\_\_\_

Service Dates \_\_\_\_\_

Total Casework Time Units

Approved Reimbursement Rate

Actual Value \_\_\_\_\_ -

Client Fees Received

CASA funds

Other Income (list separately below)

.  
.  
.

Total Income \_\_\_\_\_ -

Total Reimbursement Requested \_\_\_\_\_ -

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

\_\_\_\_\_  
DIRECTOR\_\_\_\_\_  
DATE

SUA Staff Only

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

# ATTACHMENT C

**NEBRASKA**

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: West Central Nebraska Area Agency on Aging (WCNAAA)

Street Address: 115 N. Vine Street

City/State/Zip: North Platte, NE 69101

Contact Person (Include Address and Telephone if different from above): Linda Foreman 308-535-8195

## DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:  
Nebraska State Unit on Aging - [DHHS.Aging@nebraska.gov](mailto:DHHS.Aging@nebraska.gov).
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Glen Monter, chairperson of the WCNAAA, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area "J"

Date: 2/22/18

Signature: *Glen H Monter*  
Title: Governing Board Chairperson

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, \_\_\_\_\_, of WCNAAA, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area "J"

Date:

Signature:

Title: Governing Board Chairperson

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

West Central Nebraska Area Agency on Aging  
Care Management Unit  
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**Plan of Operation**

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West Central Nebraska Area Agency on Aging  
Care Management Unit

**Changes to  
PLAN OF OPERATION**

- 1 006.01B-** “Public information provided through Senior Information Fairs” removed as the service is no longer provided.
- 2. 006.01F-Criteria for Priority of Services-** add Emergency Response System policy.
- 3. 006.02-Client Assessment Process Timelines-** “3<sup>rd</sup> and 4<sup>th</sup> paragraphs revised to more accurately detail Client Assessment Process Timelines.”
- 4. 006.02-Client Visit Frequency-** “New Client contact revised to reflect actual client contacts” and “Respite, Dementia, Personal Care (bathing, meds, etc.) revised to reflect actual client contacts”.
- 5. 006.02A-Personnel Policies and Procedures-** added requested personnel policies taken from the employee manual.
- 6. Annual budget of income and expenses for the Care Management Unit which coincides with the State fiscal year and shall include units of services to be provided, and details of costs of a casework time unit shall be a part of the West Central Nebraska Area Agency on Aging FY 18-19 Area Plan and Budget.**
- 7. Procedure for recording actual casework time units and Care Management Unit services that are provided to each client.**
- 8. 006.02B-Designation of Care Management Supervisor-** “Revised due to Care Management/IIIE Supervisor position separated from Medicaid Waiver/SCO position.
- 9. 006.02C-Care Management Minimum Qualifications-** “Care Management/IIIE Family Caregiver Support Program job description revised due to Care Management/IIIE supervisor position becoming independent of Medicaid Waiver/SCO supervisor position.
- 10. 006.02D-Organization-** “Organizational Chart revised to reflect department and staff changes”.
- 11. 006.03-Policies and Procedures for Establishment of Client Files-** add new Desktop Computers and Monitors, Laptop Computers and USB Devices policies.
- 12. 006.04-Training-** Care Management Unit meetings changed from weekly to semi-monthly.



- 13. 006.06-Long-Term Care Plan, Policies and Procedures on Plan Development-Case Monitoring-**The monitoring will be completed monthly by an on-site visit or telephone contacts per office protocol. (removed)
- 14. 006.07-Accessibility of Services, Provide a Comprehensive Directory of Public and Private Resources.-**Changed Care Management Unit to Intake and Referral staff.  
Changed Care Management Unit to Resource Developer.
- 15. Added-** West Central Nebraska Area Agency on Aging understands that the Department shall conduct periodic review of each Care Management Unit for the purpose of evaluation the Unit's compliance with the Act and State rules and regulations.
- 16. Added-** West Central Nebraska Area Agency on Aging understands that the Unit shall not change its Plan of Operation or its practices under such plan unless the proposed amendment has been submitted to and approved by the Department.

West Central Nebraska Area Agency on Aging  
Care Management Unit

## PLAN OF OPERATION

### 006.01A

#### *Philosophy of the Care Management Program*

The underlying philosophy for developing a community based long term care system is to enable individuals to live their lives with optimum independence and choice when they face problems or issues related to their deteriorating health, financial and/or social status. What we accomplish with and for individuals actually works best when they retain control of the input and individuality in this process. To that end, we have adopted the following "view of an older person":

1. A person who is in full possession of his/her civil rights.
2. A unique individual rich with life experience.
3. A human being entitled to be treated as an equal.
4. A whole person who cannot be divided into a number of individual parts or needs.
5. A person who has primary responsibility, if not sole responsibility, for his/her life and decisions regarding his/her life.
6. The ultimate authority of their own needs.
7. Regardless of overwhelming impairments, a person who can participate in and contribute to the problem solving.
8. A person who has confronted problems in life not to be spared from the adventure of living now.
9. A person who bears social responsibilities, who's good is balanced against others.
10. A person who is fully capable of change and recovery.
11. A person who is entitled to the best services and care within the community.

Long term care shall mean the caring for people who have unmet psycho-social, environmental and/or functional needs and who need assistance in meeting those needs. This may be accomplished by coordinating the delivery of a continuum of services, including the coordination with other areas of the CHOICES Program i.e. Medicaid Waiver staff and Resource Development, when needed.

The West Central Nebraska Area Agency on Aging Care Management Unit shall assist a client to identify and utilize services needed to assure that the client is receiving, when reasonably possible, the level of care that best matches their level of need. These services shall include all support systems of a client, including family members, neighbors and/or friends.

**006.01B*****Procedure for Obtaining Public Input***

Input from local citizens on the formulation and implementation of the Plan of Operation shall be assured by consultation with existing Area "J" Advisory Board Members. Their recommendations will be forwarded to the West Central Nebraska Area Agency on Aging's Governing Board for approval, addition or deletion.

Monthly reports of the activities and number of clients served by the Care Management Unit will be presented at the Governing Board Meeting. The Care Management Unit Supervisor will attend the Governing Board Meetings when deemed appropriate and/or when necessary by the Executive Director.

A client satisfaction survey has been developed and the client is contacted three months following the start of services. Comments and suggestions for improvement in services are reviewed and implemented as appropriate. The survey is conducted throughout the year on an ongoing basis.

***Procedure to Inform Eligible Individuals about the Care Management Program***

Eligible individuals and/or their families shall be informed of the Care Management Unit and the services provided by:

1. One on one contact with client and/or family by agency staff per telephone or in office.
2. Telephone contact or on-site visit with a potential client/family or staff at long term care facilities, assisted living facilities, hospital discharge planners or other potential referral sources i.e.: doctor's offices.
3. Telephone contact or on-site visits with senior center directors and congregate meal participants. Brochures will be available at each center.
4. Telephone contact with the Nebraska Department of Health and Human Services caseworkers.
5. Speaking engagements to civic and service organizations, professional groups, clergy, support groups and others as requested.
6. Aging Resource Packets will be distributed by hospital discharge planners to individuals age 60 or older.
7. Assessment of client with recommendations to various program options available in their area.
8. Public information provided per television and newspaper advertising.

**006.01C*****Methods of Program Evaluation***

The following methods will be used to evaluate program staff, services and documentation processes for the Care Management Unit:

**Staff Evaluations**

Orientation of new staff will be completed by the Care Management Supervisor or a designated staff member. The New Staff Orientation form will be completed at this time within 30 days of the start of employment and placed in the employee's permanent file.

Staff evaluations will be conducted on all new employees upon completion of their original introductory period of six months. Evaluations will then be completed annually for all staff prior to the start of a new fiscal year. There may also be times when the Care Management Supervisor determines that an evaluation needs to be done to recognize favorable or unfavorable job performance.

**Quality Assurance**

Quality Assurance review of care management client files will be completed on a quarterly basis. The review tool that has been developed by the State Care Management Unit will be utilized for all reviews.

Random selection of Care Management and Family Caregiver Support files will be done by designated qualified staff of West Central Nebraska Area Agency on Aging, after being provided with a current list of active clients for the previous quarter. 2% of client files for each care manager will be selected for review by the Care Management Supervisor.

Based on the findings obtained during the review process, the Care Management Supervisor will determine the follow up action that may be needed, per the established guidelines and protocols. The Care Management staff may be required to:

1. Be counseled with files and duties monitored closely by the Care Management Supervisor
2. Be re-education in specific area of issue if needed

**006.01D*****Assurances of Separate Operations***

The personnel of West Central Nebraska Area Agency on Aging will share clerical, accounting and administrative services. None of these shared personnel are involved in the provision of direct services to the client.

The Agency shall assure that no conflict between this program and another direct care service program exists, by designating that the time spent by the Care Management Unit Supervisor and care managers is for supervision, assessment, care plan development and implementation of services for care management clients.

**006.01E*****Interdisciplinary Team Approach***

An Interdisciplinary team approach shall be composed of formal and informal support systems if the client consents to their involvement in the planning of their care needs. The support systems to be used for the team approach may include:

**Informal Supports**

1. Family members geographically near or far away.
2. Neighbors and/or friends
3. Groups that the client actively participates in
4. Any other unpaid source of support

**Formal Supports**

1. Health and Human Services
2. Nursing homes
3. Home Health agencies
4. Hospital discharge planners
5. Physicians and their office staff
6. Pharmacies
7. Housekeeping services
8. Transportation services
9. Lifeline providers
10. Any other paid support system

Whenever possible, the interdisciplinary team will be included in the assessment process, as well as the development and implementation of the care plan. If services are already in place, it is beneficial to retain those current providers if possible and to explore the possibility of extending those services if those providers are willing, able and available to do so.

**006.01F*****Criteria for Priority of Service***

The criteria for Priority of Service to eligible clients in the event funds are insufficient to meet all clients' needs shall be:

1. Client that has been on inactive status.
2. Clients at risk for immediate nursing home placement.
3. Clients referred by DHHS, APS, hospital discharge planners, home health care, or physicians
4. Client who has suffered the recent death of a spouse or other major caregiver.
5. Clients 65 or older meeting nursing home level of care, awaiting Waiver availability.

These priorities are considered for individual clients on a case by case basis, per the discretion of the Care Management Unit Supervisor and as the caseload of the care managers will allow.

## **Emergency Response System Program Policy**

### **Policy:**

The Emergency Response System Program is funded under IIIB In-Home services for individuals 60 and older. Priority will be for clients that do not have the financial means available, nor qualify for public assistance for the ERS service.

### **Procedure:**

Determination of the client's financial means will be completed by utilizing the Care Management Fee Scale. Clients at 149% or less of the Federal poverty level receive the ERS service with a suggested contribution of \$0.00. For clients over 149% of the Federal poverty level, WCNAAA will:

- Review our priority policy
- Determine the ratio of monthly medical expenses to monthly income
- Review the availability of funding
- Those with a ratio of 50% or higher of monthly medical expenses to monthly income will receive priority
- The ERS service will be offered with a suggested contribution

## **006.01G**

### ***Grievance Procedure***

A concentrated effort has been made to provide quality services through the Care Management Unit Program. There may be times, however, when one may be dissatisfied with services. When a client has a concern, they need to notify their care manager. If the client and the care manager are unable to come to a satisfactory agreement, they may request a conference with the Care Management Unit Supervisor.

The Supervisor shall meet with the client and care manager in person or per telephone, review the client and care manager's concerns and will make an exerted effort to help resolve the issues informally at the time of the meeting. The Supervisor may also consult with the Agency Executive Director to gather additional ideas about how to provide the best service. Based on the information gathered, the care plan may remain as it exists or specific suggestions may be made to assist in the development of a mutually acceptable care plan.

If the first attempt to resolving concerns with the Care Management Unit Supervisor was unsatisfactory, the client may appeal to the Executive Director of the Agency within (10) working days after receiving the Care Management Unit Supervisor's response.

An appeal to the Executive Director must be in writing and should include the Care Management Unit Supervisor's response. The Executive Director will have ten (10) working days in which to reply. Should the client still not be satisfied, a written grievance may be filed with the Agency's

Governing Board within ten (10) working days. The Governing Board will act upon the request at a scheduled meeting, at their discretion. The decision of the Agency's Governing Board is FINAL and will be presented to the client within ten (10) working days.

## **006.02**

### ***Policies and Procedures for Administrative and Program Operation***

#### **Care Management Process**

##### ***Face to face site visit with client***

Using the standardized assessment form from the Nebraska State Unit on Aging for client assessments. Complete thorough assessment so that a comprehensive care plan may be developed. Use professional judgment when assessing the new or ongoing client.

Determine the needs along with client and discuss this with the client, usually this can be done during the initial interview process. If in doubt, explain to the client that you will get back to them as soon as you determine if there are any programs available to assist with their needs. NEVER promise the client anything.

Develop the initial care plan with the client at the time of the interview. Address your observations as well as the client's needs and requests. We can not help in every aspect, but we can certainly look into every alternative that is available.

Care staff will be responsible for scheduling their assessments and follow-up visits/phone contacts. A weekly travel schedule will be submitted to the Care Management Supervisor.

Documentation on the client files is important at all times. Remember to document all contact with the client and even with their providers or any other resources that you contact on their behalf. Be sure to document referrals to other agencies or providers. Check with them to be sure that coordination has been started and is ongoing. Documentation should be done on an ongoing basis.

When the assessments are being completed, be sure to record the medications that the client is currently ordered. Note the medication name, dosage, frequency, pharmacy and physician ordering that particular medication.

Use of brochures, pamphlets and support groups is encouraged and can be appropriate at times. Educating the client and/or their caregiver is essential to good care management.

The care staff is the client's advocate in the Care Management Program. The client depends on us to search out and protect their rights and to help them with their needs. Dignity and independence is our primary goal for them as long as it is safe for them to remain in their home. Otherwise, we need to assist them in exploring their other options.

#### **Client Assessment Process Timelines**

Once a referral has been determined to be appropriate and assigned to a care manager, the appropriate action will be started to open a case for Care Management services.

Contact with the potential client will be made within 14 calendar days of the care manager receiving the referral. A contact will be defined as a home visit and assessment process.

The initial paperwork consists of the care management assessment, consent and HIPAA forms. The authorization form will be completed within 5 calendar days of the assessment and submitted to the program supervisor for approval.

The plan of care, all information and documentation pertaining to the client's case are to be in place within 30 calendar days of opening the client case and submitted to the program supervisor for review.

### **Client Visit Frequency**

Visits to Care Management clients are to be done as home visits or phone contacts to assure that the client is receiving services as discussed between the care manager and the client as part of the ongoing nature of the client's case.

To facilitate this in a more effective manner, standards have been established to guide the care managers in the frequency of their visits based on the type of services requested/provided for/to the client.

The minimum standards are as follows:

Terminal/Severe illness	Home visits monthly
New Clients	Initial home visit, HV 6 month, call quarterly
Respite, Dementia, Personal Care (bathing, meds, etc.)	Home visit every 6 months, call quarterly
Housekeeping services (cleaning, laundry, etc.)	Home visit every 6 months, call quarterly
Lifeline services	Home visit once a year, call quarterly

Adjustments may be made in visit frequency depending on the situation with the client. Discussion will be made with the Care Manager/IIIE supervisor prior to when these adjustments are made.

### **Care Management Fee Schedule and Financial Statement**

The West Central Nebraska Area Agency on Aging's Care Management Unit will use the fee scale adopted and promulgated by the Nebraska Department of Health and Human Services State Unit on Aging. The Agency has adopted the yearly updated version when it has been released by the State Unit on Aging.



After this discussion, the care manager will explain the Care Management Fee Scale as it applies to the client's situation. The care manager will also explain the *Self-Directed Care Grant* program and how the client will be able to purchase services that are needed in their home.

The client will be sent a monthly contribution statement, if one is generated, based on the fee scale. A review of the client's financial statement will be completed yearly at the time of the client's annual review.

## **006.02A**

### ***Personnel Policies and Procedures***

The West Central Nebraska Area Agency on Aging's Care Management Unit shall follow the Agency's Employees' Handbook with respect to hiring, selection, compensation, evaluation, discipline, grievance, supervision and training of personnel and contractors.

#### **Equal Opportunity Employment Policy**

The Agency shall take positive action in all areas of its operation to ensure that all citizens are given fair and equal opportunities for employment and advancement. The Governing Board shall ensure the prohibition of discriminatory activity in employment and advancement based on race, color, religion, national origin, age, sex, marital status, or physical or mental disability. An Affirmative Action Plan is available from the Agency's Equal Opportunity Officer. Veterans' preference.

#### **Introductory Period**

The introductory period is used by the supervisor to observe the employees' ability to satisfactorily perform assigned duties and responsibilities. During the introductory period, employees are expected to demonstrate the necessary skills and abilities to perform the duties for which they have been employed. The supervisor, when assessing employees' performance and suitability for continued employment, will pay particular attention to punctuality, attendance, willingness to work with others, and positive response to supervision. Successful completion of an introductory period does not guarantee continued employment with WCNA AAA. Employees and WCNA AAA both retain the right to end the employment relationship for any lawful reason, as we are an "at-will" employer. **New Hire (Including Rehire)**

All new employees must serve an introductory period of six (6) months from date of hire. An employee shall be removed from introductory status on the day following the end of the introductory period, unless notified of extension or termination by the supervisor.

#### **Introductory Period for Promotions**

All employees who are promoted must serve an introductory period of six (6) months in the new job classification before being confirmed in the new appointment.

**Transfer During Introductory Period**

The introductory period of an employee who is transferred (promotion, demotion, lateral move, or move to a lower position) within a department while serving an introductory period may be extended, at the supervisor's discretion.

**Transfer Outside of Introductory Period**

In the case of personnel actions (lateral move or move to a lower position), employees may be required to serve an introductory period. The length of the introductory period is at the supervisor's discretion, but will not normally exceed six (6) months, beginning on the date of the transfer. If an employee cannot or does not perform satisfactorily in the position to which he/she is transferred, the employee may be involuntarily transferred to another position of either the same salary grade or a lower salary grade. If no other position is available for transfer, the duties of the employee may be reassigned, the employee may be reclassified to a lower salary grade, or the employee may be terminated.

**Extension of Introductory Period**

A supervisor may extend the introductory period of an employee for reasons of performance or transfer, for a period not to exceed a total of one (1) year from the date of hire or rehire or transfer. The employee will normally be notified, in writing, of the extension. This notification of extension will include the specific period of extension. In cases of extension for performance reasons, the employee will be provided specific performance improvement requirements.

**Completion of Introductory Period**

Completion of the introductory period in no way implies a contract of continued employment with WCNAAA. The employee and employer relationship is for the mutual benefit of both parties and either party may sever the relationship, "at- will," at any time.

**Promotions/Job Postings**

WCNAAA believes in promoting employees from within when possible. As a result, we have a job-posting program designed to give all employees an opportunity to apply for positions in which they are interested and qualified. While most vacancies will be posted on the bulletin board, there may be some cases where WCNAAA will determine it is in WCNAAA's best interests to seek outside candidates for a position, and outside candidates may be recruited simultaneously with an internal posting.

All applicants for a vacancy to be filled through the promotional process must complete a WCNAAA Job Application to be eligible for promotion. All applications must be submitted on or before the closing date specified in the job announcement.

**Performance Evaluations**

Your work performance will usually be evaluated after completion of your introductory period. Additional evaluations usually occur annually thereafter prior to the end of WCNAAA's fiscal year. In addition to the regular performance evaluations described above, special performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

Wage adjustments are not automatic and may be based on WCNAAA's evaluation of your performance, as well as economic conditions.

**Separation from Employment**

We hope that your association with WCNAAA will be a long and mutually beneficial one. However, sometimes personal affairs force a change in occupation or residence.

Employees deciding to resign should submit a written resignation to their supervisor, stating the reason for resigning and the termination date. WCNAAA encourages all employees to submit this written notice at least fourteen (14) calendar days in advance of the final work day in order to provide WCNAAA with adequate time to fill the position. All eligible compensation and fringe benefits accrued up to the resignation date will be paid to the employee as outlined in this handbook. Employees may be asked to participate in an exit interview so that we can obtain suggestions for making WCNAAA a better place to work.

**Reemployment**

Former employees of WCNAAA are not eligible for re-hire without prior approval of the Executive Director.

**Classification of Employees**

For purposes of salary administration, overtime, and benefits, WCNAAA classifies our employees as follows:

**Introductory Employee**

A new employee who has not yet completed WCNAAA's six (6) month introductory period. Introductory employees are eligible for specific WCNAAA benefits as further explained in the Agency's explanation of benefits found later in this handbook.

**Regular Full-Time Employee**

An employee who has completed the introductory period and is regularly scheduled to work forty (40) or more hours per week. Regular full-time employees are eligible for WCNAAA benefits, as further explained in the WCNAAA's explanation of benefits found later in this handbook.

**Regular Part-Time Employee**

An employee who has completed the introductory period and is regularly scheduled to work less than forty (40) hours per week. Part-time employees are eligible for specific WCNAAA benefits, as further explained in WCNAAA's explanation of benefits found later in this handbook.

**Temporary Employee**

An employee hired to work full-time or part-time, with the understanding that he or she will be employed for only a short period of time or until a specific project is completed. Temporary employees may, however, be terminated prior to completion of the project or designated time when WCNAAA deems termination to be in WCNAAA's best interests. Temporary employees are not eligible for WCNAAA benefits. Only benefits required by law will be offered to temporary employees.

In addition to the above classifications, you will be classified as either exempt or nonexempt. Exempt employees are paid on a salaried basis and are not eligible for overtime pay. Rather, they are paid a regular bi-monthly salary, which is generally not affected by the number of hours worked. Deductions from salary for time off work will only be made when allowed by applicable statute or federal law. Nonexempt employees are paid on an hourly basis and receive overtime pay/compensation. If you have any questions about your work classification, please ask the Executive Director.

**Work Hours**

Most WCNA AAA employees normally work Monday through Friday from 8 a.m. to 5 p.m. Employees are normally given a one-hour unpaid lunch period and 20 minute paid rest breaks during each half day. Employees are required to remain on the Agency grounds during paid breaks. If an employee wishes to leave during their break, they must notify their supervisor for preapproval, use vacation time and check out. Due to the nature of our work and in order to meet the needs of our clients, it may be necessary to work at times or on days other than those listed above.

**Recording Work Hours**

To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable), all employees are required to record their time on timesheets. You must record the number of hours you worked each day. All time worked must be included. No employee is permitted to work "off the clock," that is, work without recording the hours worked. No supervisor is permitted to ask any employee to work off the clock. Falsifying a time record will lead to disciplinary action, up to and including discharge.

**Pay Day**

Pay days for employees will be on a semi-monthly basis, generally on the tenth (10<sup>th</sup>) day and the fourth (4<sup>th</sup>) Thursdays of the month. WCNA AAA is required by federal law to make certain deductions from your wages. Such deductions include Social Security taxes, as well as federal, state, and any local withholding taxes. Additionally, all voluntary deductions authorized in writing will be made as directed by the employee. If you have any questions about your paycheck, or believe a mistake has been made on your paycheck (underpayment or overpayment), tell the Fiscal Officer immediately. We want you to receive everything you have earned.

**Rate Determination and Job Description**

Job classifications have been evaluated according to the type of work performed and the amount of responsibility. Job descriptions are generally provided to all WCNA AAA employees in order to ensure an equitable pay rate based on comparisons with jobs of similar duty and ability requirements.

**Overtime**

Employees who are deemed nonexempt under the Fair Labor Standards Act (FLSA) and who work in excess of forty (40) hours per week will receive overtime pay at a rate of time and one-half (1 ½) for all hours worked over forty (40) in a work week.

For the purpose of computing overtime, the work week will commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday. Days off (with or without pay), such as vacation, sick leave, and holidays, will not be included in the accumulation of hours worked for purposes of computing overtime. Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) in a week. Such adjustments must be made prior to the time that an employee works over forty (40) hours in a week. Once an employee has worked over forty (40) hours, payment for time in excess of forty (40) hours must be at time and one-half (1 ½). Authorization to work overtime must be obtained from the employee's supervisor prior to working overtime hours. Failure to obtain this authorization before working overtime may subject the employee to disciplinary action.

### **Discipline and Discharge/Termination**

At any time, an employee has the right to terminate employment with WCNAAA, for any reason or for no reason, and WCNAAA retains the same right to terminate an employee for any lawful reason, as we are an "at-will" employer.

However, it is WCNAAA's policy to treat all employees fairly, with dignity, and respect. Progressive discipline will normally be used if WCNAAA feels it is appropriate, given all the circumstances. This means that employees who are not performing their jobs up to expectations or who break rules or exhibit improper behavior may be subject to discipline. For minor problems, a verbal warning may be all that is needed to solve the problem. If there is no significant improvement or if the action is more serious, the employee could receive a written warning, probation, suspension with or without pay, or termination.

### **Verbal Warning**

A verbal warning is the normal first step when your supervisor becomes aware of a problem. The warning may be documented in writing should the supervisor deem it necessary. In the event the warning is documented, the employee shall receive a copy, upon the employee's request.

### **Written Warning**

Unfortunately, a verbal warning is not always enough to prompt improvement. Also, there are times when a written warning without a prior verbal warning is necessary and appropriate. Documented written discipline will normally be issued by the supervisor in those cases. The warning will state the action that caused the warning to be issued and the corrective action that must be taken by the employee to ensure the violation does not reoccur. The employee will receive a copy of the written warning upon request. A copy of the written warning, signed by the employee, will be submitted to the employee's personnel file.

### **Probation**

A supervisor may place any employee on probation for a period up to six (6) months, which may be extended for up to a total of one (1) year. The supervisor shall notify the employee, in writing, of the reasons for the action and the period of probation. This is a designated time period during which the employee must improve. Improvement standards and time frames shall be set by the supervisor, put in writing and a copy given to the employee.

**Suspension With Pay**

The Executive Director may suspend any employee with pay for a period of time pending the outcome of an investigation into a complaint or possible policy violation. The Executive Director shall notify the employee, in writing, of the reasons for the action and the number of days of suspension. An employee who is suspended has the option to file a grievance once the suspension has ended and a decision has been made regarding the disposition of the complaint, following the procedure outlined in the policy entitled, "Grievance Procedure."

**Suspension Without Pay**

The Executive Director may suspend any employee without pay for a period not exceeding thirty (30) calendar days in any twelve (12) month period. The Executive Director shall notify the employee, in writing, of the reasons for the action and the number of days of suspension. An employee who is suspended has the option to file a grievance, by following the procedure outlined in the policy entitled "Grievance Procedure." Employees on suspension shall not be granted any type of leave time during the suspension period.

**Discharge/Termination**

The Executive Director may dismiss any employee by delivering a written statement to the employee concerned. The written communication will usually indicate the reasons for the action, any relevant supporting evidence or a summary thereof, and the date the dismissal is effective. Prior to the termination taking effect, the employee will be provided with an opportunity to present facts and/or explain circumstances, which the employee feels will refute the charges. An employee who is dismissed has the option to file a grievance, by following the procedure outlined in the policy entitled "Grievance Procedure."

Again, while we generally follow the above steps in applying progressive discipline, there are times when deviation from this policy is appropriate. In other words, circumstances may warrant skipping steps or even immediately terminating an employee. Theft or threats of violence are examples of conduct that may justify immediate termination. Also, it is important for you to realize that it does not take violation of the same rule to proceed to the next step of the discipline process. Violations of different rules or reasonable management expectations can result in moving to the next step.

**Grievance Procedure**

WCNAAA has adopted procedures designed to provide a just and equitable method for the resolution of grievances without discrimination, coercion, or reprisal against employees who may submit or be involved in a grievance.

A grievance is defined as any dispute concerning corrective action (suspension or discharge only) or written policy/procedure interpretation or application between an employee and WCNAAA. The grievance procedure will not be used to change but rather to clarify expressed provisions of WCNAAA and/or department policies and procedures. An appeal of a corrective action (suspension or discharge only) starts at Step 3 of this procedure. If the grievance is a complaint of unlawful harassment or retaliation for reporting or supporting a claim of harassment, the employee must follow the complaint procedure in the Harassment in Employment policy instead of this grievance procedure.

**Step 1**

An employee who feels WCNAAA has violated a written policy(ies) or procedure(s) may request to meet with their supervisor within ten (10) working days from the date the alleged violation took place. The supervisor shall review the employee's concerns and advise the employee, in writing, of his or her decision regarding the grievance, normally within five (5) working days of receipt of the grievance. If the employee is not satisfied with the supervisor's response, the employee may appeal the grievance to the Executive Director within five (5) working days from the date of the supervisor's response.

**Step 2**

In submitting the grievance to the Executive Director, the grievance must be in writing and contain the following information:

- **Name of person filing the grievance.**
- **Details of the alleged grievance.**
- **Names of persons violating WCNAAA policy.**
- **Dates of alleged violation.**
- **Names of witnesses.**
- **Citation of the WCNAAA policy(ies)/procedure(s) that have allegedly been violated.**
- **Requested remedy.**

The Executive Director may meet with the employee to discuss the grievance but must respond to the grievance, in writing, normally within ten (10) working days from the date of receipt of the grievance. If the employee is not satisfied with the Executive Director's response, the employee may request a review of this decision by the Governing Board.

**Step 3**

The employee shall submit a written request to the Chairperson of the Governing Board, indicating his or her desire to appeal the decision of the Executive Director within ten (10) working days of receipt of the Executive Director's response. This written request must include all information as indicated in Step 2 and, in addition, the written response of the Executive Director. The Governing Board shall conduct a meeting concerning the grievance within ten (10) working days from receipt of the appeal. The Board's decision is final.

**006.02B*****Designation of Care Management Supervisor***

The Care Management Supervisor comes under the direction of the Executive Director. This position is inclusive of the Care Management and Family Caregiver Support programs for West Central Nebraska Area Agency on Aging. The program supervisor is responsible for the supervision, management and administration of the Care Management/IIIE program. Also, includes extensive supervisory responsibilities in the hiring, training and supervision of staff applicable to the programs.

**Responsibility of the Care Management Unit Supervisor**

The West Central Nebraska Area Agency on Aging's Care Management Unit shall follow routine Agency guidelines with respect to hiring, selection, compensation, evaluation, discipline, grievance, supervision and training of personnel and contractors.

The responsibility of the Care Management Unit will be exclusively vested in the Care Management Unit Supervisor. Specific responsibilities may be delegated to staff supervised by the Care Management Unit Supervisor. The Care Management Unit Supervisor will be responsible for the implementation of the Plan of Operation and shall be responsible for the supervision of the staff and contractors.

West Central Nebraska Area Agency on Aging's Care Management Unit shall maintain accounting records necessary to support financial statement in accordance with generally acceptable accounting principles. Audits of the West Central Nebraska Area Agency on Aging's Care Management Unit shall be submitted to the Nebraska Department of Health and Human Services State Unit on Aging as requested or required.

**006.02C*****Care Management Minimum Qualifications***

**TITLE:** Care Management-IIIE Family Caregiver Support Program Supervisor

**RESPONSIBLE TO:** Executive Director

**FLSA STATUS:** Full-time Exempt

Responsible for the supervision, management and administration of the Care Management-IIIE Family Caregiver Support programs for West Central Nebraska Area Agency on Aging. Extensive supervisory responsibilities in the hiring, training and supervision of staff applicable to these programs.

**AREAS OF RESPONSIBILITY**

1. In cooperation with the Executive Director, assisting with the development, implementation and monitoring of service provision and budgets for Care Management-IIIE Family Caregiver Support programs for the area plan.
2. Develop, maintain and administer the Care Management-IIIE Family Caregiver Support programs as directed by the Executive Director
3. Knowledge and familiarity with appropriate Federal and State, and Agency regulations, directives and policies applicable to the Care Management-IIIE Family Caregiver Support programs.



4. In consultation with the Executive Director, implementation of new program initiatives, regulations and/or sub award amendments applicable to the Care Management-IIIIE Family Caregiver Support programs.
5. Participate in required training and meeting as approved by the Executive Director.
6. Responsible for the direct supervision of the staff necessary to fulfill the purpose of the Care Management-IIIIE Family Caregiver Support programs. This is inclusive of hiring, training, evaluating, terminating and daily supervision.
7. Supervision of data entry requirements.
8. Conduct staff meetings as required.
9. Provide quality assurance reviews of client assessments, care plan development and client file charting completed by Care Management-IIIIE Family Caregiver Support programs staff.
10. Coordinate with various service area entities and the State Unit on Aging in the fulfillment of the Care Management-IIIIE Family Caregiver Support programs.
11. Develop and maintain cooperative and collaborative relationships with Federal, State and local professionals in the provision of the Care Management-IIIIE Family Caregiver Support programs service provision.
12. Assure that policies and procedures are developed to maintain compliance with Federal and State program regulations for proper administration of the Care Management-IIIIE Family Caregiver Support programs.
13. Determination of appropriate eligibility on referrals received from Nebraska Department of Health and Human Services (DHHS), service area hospitals, assisted living and nursing home facilities, senior centers and other referral sources within an established time frame.
14. Preparation of monthly, quarterly and annual reports to comply with all required reports on a timely basis including submission to the SUA or for presentation to the WCNAAG Governing Board
15. Other duties as assigned by the Executive Director.

#### **MINIMUM QUALIFICATION**

- Registered Nurse (RN) currently licensed in the State of Nebraska, or Baccalaureate Degree in Human Services or Social Worker (CSW) currently certified in the State of Nebraska.
- Two (2) years experience in Long Term Care, Gerontology or Community Health.
- Two (2) years supervisory or management experience.
- Ability to work independently and to work with and motivate others.
- Computer skills.
- Good written and verbal communication skills.
- Prefer experience with program and fiscal budgets.

#### **ESSENTIAL ATTENDANCE AND AVAILABILITY REQUIREMENTS:**

Must maintain an acceptable level of attendance, punctuality, and availability as determined by the Agency; must work such regularly-scheduled hours as are determined by the Agency.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. The Agency recognizes that an individual with a disability may require an accommodation to enable him or her to successfully perform a job function. Consideration will be given to reasonable accommodations.

**TITLE:** Care Manager  
**RESPONSIBLE TO:** Care Management/IIIE Program Supervisor  
**FLSA STATUS:** Full-time Non-exempt

**Purpose of Position:** Under the supervision of the CHOICES Supervisor performs the assessment, development, implementation, authorization, processing, and evaluation of the Care Management and Family Caregiver Support Program services for the elderly throughout the West Central Nebraska Area Agency on Aging service area.

**EXAMPLES OF WORK PERFORMED:**

- Extensive assessment of potential elderly clientele and their needs.
- Process and coordinate community based service for the elderly and their families.
- Implementation of care plan for elderly who qualify under program guidelines.
- Work in cooperation with Resource Development to secure appropriate service providers.
- Authorize providers and services as needed.
- Monitor and evaluate service delivery, effectiveness and client satisfaction.
- Service as an advocate for clients.
- Maintain confidentiality of all client information.
- Comply with all reporting requirements.
- Comply with all policies, standards and best practices of the Agency, the IIIB Older American's Act In-Home program, the Nebraska Care Management program and the Family Caregiver Support program.
- Attending trainings and meetings as required for the program.
- Other duties as assigned.

**MINIMUM QUALIFICATIONS:**

- Current Nebraska license as a Registered or Licensed Practical Nurse or Bachelor's Degree in the human services field.
- At least two years of experience in long-term care, gerontology or community health.
- Proficient in written and oral communication skills.
- Basic computer skills.
- Valid Nebraska driver's license.
- Must travel as required.
- Proof of insurability for malpractice liability insurance.

**ESSENTIAL ATTENDANCE AND AVAILABILITY REQUIREMENTS:**

- Must maintain an acceptable level of attendance, punctuality, and availability as determined by the Agency; must work such regularly-scheduled hours as are determined by the Agency.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. The Agency recognizes that an individual with a disability may require an accommodation to enable him or her to successfully perform a job function. Consideration will be given to reasonable accommodations.

**TITLE:** Associate Care Manager  
**RESPONSIBLE TO:** Care Management/IIIE Program Supervisor  
**FLSA STATUS:** Full-time Non-exempt

**Purpose of Position:** Under the direct supervision of the CHOICES Supervisor assists with the assessment, development, implementation, authorization, processing, and evaluation of the Care Management and Family Caregiver Support Program services for the elderly throughout the West Central Nebraska Area Agency on Aging service area.

**EXAMPLES OF WORK PERFORMED:**

- Extensive assessment of potential elderly clientele and their needs.
- Process and coordinate community based service for the elderly and their families.
- Implementation of care plan for elderly who qualify under program guidelines.
- Work in cooperation with Resource Development to secure appropriate service providers.
- Authorize providers and services as needed.
- Monitor and evaluate service delivery, effectiveness and client satisfaction.
- Service as an advocate for clients.
- Maintain confidentiality of all client information.
- Comply with all reporting requirements.
- Comply with all policies, standards and best practices of the Agency, the IIIB Older American's Act In-Home program, the Nebraska Care Management program and the Family Caregiver Support program.
- Attending trainings and meetings as required for the program.
- Other duties as assigned.

**MINIMUM QUALIFICATIONS:**

- Licensed Practical Nurse, must hold current Nebraska license or
- Practical Nurse Degree from an accredited college
- Two years of experience in long-term care, care management or gerontology.
- Proficient in written and oral communication.
- Proficient telephone and communications etiquette skills.
- Experience in computer application.
- Valid Nebraska driver's license.
- Must travel as required.
- If licensed, proof of insurability for malpractice liability insurance

**ESSENTIAL ATTENDANCE AND AVAILABILITY REQUIREMENTS:**

Must maintain an acceptable level of attendance, punctuality, and availability as determined by the Agency; must work such regularly-scheduled hours as are determined by the Agency.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. The Agency recognizes that an individual with a disability may require an accommodation to enable him or her to successfully perform a job function. Consideration will be given to reasonable accommodations.

## **Care Management and Family Care Giver Program Units of Service Provided by Care Manager**

### **Policy:**

Units of service will be recorded by the Care Manager on a unit spreadsheet on a monthly basis.

### **Procedure:**

16. The care manager will record on a monthly unit spreadsheet any contact with the client along with the date, type of contact and the amount of time/unit for each contact.
17. The beginning of the following month the fiscal office looks them over to make sure all information is documented. If information has been omitted they will let the care manager know information is missing and for them to get it completed.
18. The CHOICES Supervisor will review the spreadsheet periodically during each month.
19. The units of service are entered into the NAMIS Program by the fiscal office. They are entered per client and under the care manager's name.
20. Then the total number of units for each care manager are check to make sure it matches the unit spreadsheet total.
21. A printout is then made from the NAMIS program listing each client and the number of units entered for that client under the care manager's name. It is reviewed by another fiscal office person to make sure units were entered correctly. A copy of this is kept for each month.
22. The fiscal officer uses the overall numbers to complete Care Management billing document for the state unit on aging.
23. After all the above is completed the fiscal office will then print out 2 copies of the requested donation sheet for each client generated by the NAMIS program. One copy is mailed to the client and the other is kept for agency records. A spreadsheet is kept for information purposes of these requested donations sheets.

### **006.02D**

#### **Organization**

See attachment-Organizational Chart. Agency does not contract for Care Management services.

### **006.02D4**

### **006.02D5**

Generally accepted auditing standards and *Government Auditing Standards* emphasize that management is responsible for establishing and maintaining internal controls, including monitoring, and for the fair presentation in the financial statements, including the notes to financial statements and supplementary information, in conformity with accounting principles generally accepted in the United States of America. Management is also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any outsourced services, including assistance provided by the auditor, for evaluating the adequacy and results of those services and accepting responsibility for them. The Agency obtains and files with the Department an audit report each year. The audit is conducted in accordance with generally accepted auditing standards resulting in an opinion of the financial statements of Subsection 006.0204.

**006.02E*****Statement of Client Rights***

Because each client is in full possession of his/her civil rights and a person who has primary responsibility for his/her life and ultimate authority to make decisions regarding that life, the West Central Nebraska Area Agency on Aging's Care Management Unit adopts the following:

1. Eligible individuals shall have the right to receive Care Management Unit services without regard to race, color, sex, national origin, religion or disability.
2. Informed and voluntary consent of assessment, participation in program and release of client information to appropriate third parties.
3. The right to be a part of the interdisciplinary team in the development of and to approve or disapprove the plan of care.
4. The right to choose available services and providers of the services.
5. The right to be informed of the name of the Care Manager responsible for their case.
6. The right to receive a description of available Care Management services, fees charged and billing mechanism.
7. The right to have access to their Care Management service file and record unless such access is restricted by law.
8. The right to register complaints and file grievances without being subject to discrimination or reprisal.

The client will be informed of these rights in writing at the time of assessment.

**A client may be discharged from the Care Management Unit Program by the care manager when:**

1. Request by the client.
2. The client is receiving case management services through another agency (i.e. Medicaid Waiver).
3. The client becomes a permanent resident of a nursing facility, assisted living, or other facility.
4. The client has passed away.
5. The care manager and the Care Management Unit Supervisor have identified that an unsafe environment exists for the care manager to continue services.
6. The care manager and the Care Management Unit Supervisor agree that a safe and supportive environment cannot be maintained for the client due to lack of providers, unstable health, client and/or family repeatedly request then cancel services initiated on their behalf by the care manager, including hiring providers, applying for other programs or funding sources.

**006.02F*****Confidentiality, Procedures for Maintaining and Securing by Staff and Contractors****And***006.03*****Policies and Procedures for Establishment of Client Files***

Client records shall be maintained in secure location by West Central Nebraska Area Agency on Aging. Access of these records shall be limited to the care manager, the Care Management Unit Supervisor and when indicated, appropriate third parties within the scope of the law and with previous authorization. Client files and records shall include all documents relating to the client, including (but not limited to):

- Pre-screening assessment
- Assessment document
- Release of information form
- Consent for care management assessment
- HIPAA consent
- Financial information/sliding fee schedule
- Nutrition screen
- Plan of care
- Grant notification letter
- Case narrative

Client permission will be obtained when staff and contractors participate in long term care conferences and in consultation involving outside professionals. Funding and certification entities of the Care Management Unit may inspect, audit and review client files and records.

**Desktop Computers and Monitors****Policy:**

The purpose of this policy is to protect the West Central Nebraska Area Agency on Aging's information on desktop computers and monitors.

**Procedure:**

1. All employees will complete a DHHS Confidentiality form which will be submitted to DHHS.
2. Once the Confidentiality form has been completed the director will submit the DHHS Security form for that employee for access to the DHHS computer system including email and intranet.
3. The director will also request any additional programs on the DHHS system that the employee may need to complete their job.
4. Once the employee is given access to the system the employee will be instructed that monitors are to be positioned to shield information from the public and other employees.

Also, to minimize screens when leaving station or when monitor screen is in view of others.

5. Employees are also informed that their password to protect access to their computer information is required by DHHS to be changed every 90 days.
6. WCNAAA has limited the access to the office space that houses the CHOICES program to help ensure client HIPAA information is protected.

### **Laptop Computers and USB devices**

#### **Policy:**

The purpose of this policy is to protect the West Central Nebraska Area Agency on Aging's information on laptop computers and USB devices and to protect the equipment from being stolen and/or unauthorized use.

#### **Laptop Procedure:**

7. All laptop computers will be secured in a locked location when not in use in the office. If an employee has been assigned a computer for use, that employee is responsible for the security of the computer and the information on it. All other laptops will be kept in a secure location by the Agency fiscal office and access can be requested for the usage of the computer.
8. When the computer is in use in-house the screen should be protected from the public and other employees view to protect sensitive information.
9. The information on the laptop should be password protected and the employee's supervisor should be provided the password.
10. When traveling with the laptop it should be transported in the trunk of the vehicle at all times and only taken out to transported into a client's home.
11. When working with a client, employees must ensure the client information is protected as well as any other information on the system that might be visible.
12. Upon return to the Agency the information is to be transferred to the employee's desktop computer within the next business day by email or USB. Once transfer is complete, the information is to be immediately deleted from the laptop and the laptop is to be returned to its secure location.

#### **USB Procedure:**

1. All USB devices will be secured in a locked location when not in use in the office. If an employee has been assigned a device for use, that employee is responsible for the security of the device and the information on it.
2. Upon use of the device in-house the information should be removed from the device and it should be returned to its secure location immediately after use is completed.
3. USB devices should not leave the Agency's office.

West Central Nebraska Area Agency on Aging  
**Consent for Care Management Assessment**

**PART I:** I agree to participate in an assessment to evaluate what services may be available to meet my needs.

\_\_\_\_\_  
Client/Representative Signature                      /                      Date

\_\_\_\_\_  
Care Manager Signature                      /                      Date

Others present at the time of this assessment:

\_\_\_\_\_

**PART II:** I agree to participate in the Care Management Unit Program including the planning and coordination of services I have chosen. I understand that some of the information gathered in the assessment may need to be shared with other agencies and/or providers for the coordination of my services

\_\_\_\_\_  
Client Signature                      /                      Date



## Consent for Care Management Assessment

### NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices describes how West Central Nebraska Area Agency on Aging may use or disclose your personal health information, with whom that information may be shared, and the safeguards we have in place to protect it. This notice also describes your rights to access and amend your health information.

We must follow the privacy practices contained in this notice. However, we reserve the right to change the privacy practices described in this notice, in accordance with the law. Changes to our privacy practices apply to all health information we maintain. If we change our privacy practices, you will receive a revised copy.

You will be asked to provide a signed acknowledgment of receipt of this notice. Our intent is to make you aware of possible uses and disclosures of your protected health information and your privacy rights. The delivery of your health care services will in no way be conditioned upon your signed acknowledgment. If you decline to provide a signed acknowledgment, we will continue to provide you treatment and will use and disclose your protected health information for treatment, payment or health care operations when necessary.

#### **WE MAY USE YOUR PROTECTED HEALTH INFORMATION WITHOUT YOUR AUTHORIZATION FOR THE FOLLOWING REASONS:**

**1. Treatment/Services.** We will use your health information for service coordination. For example, health information obtained by a service coordinator or other medical personnel will be recorded in your file and used to determine which service options best address your health needs. The service options will be documented in your file, so that other health care professionals can make informed decisions about your care.

**2. Payment.** We will use your health information, as needed, to obtain payment for your health care services. For example, in order for public funds to pay for your care, we must submit a bill that identifies you, your diagnosis, and the services provided to you. As a result, we will pass such health information onto the third-party payer in order to help receive payment for your care.

**3. Health Care Operations.** We may use or disclose, as needed, your condition, treatment, and outcome information in order to improve the quality or cost of care we deliver. These activities may include evaluating the performance of your doctors, nurses, and other health care professionals, or examining the effectiveness of the treatment provided to you when compared to patients in similar situations.

**4. Individuals Involved With Your Care or Payment of Your Care.** If family members, relatives or close personal friends are helping care for you or helping you pay for your care, we may release important health information about you to those people. The information released may include information about your general condition. In addition, we may release your medical

information to organizations authorized to handle disaster relief efforts so that your family can be notified about your condition, status and location.

**5. Business Associates.** We may disclose your health information to other persons or organizations known as business associates, who provide services for us under contract. We require our business associates to protect the medical information we provide to them.

**6. Health-Related Benefits and Services.** We may use and disclose your health information to tell you about health-related benefits or services of interest. We may use and provide your health information to tell you about possible treatment options or other items of interest and to contact you to remind you of your appointments.

**7. As Required by Law.** We will use and/or disclose your health information when required to do so by local, state or federal law. For example, we may have to report abuse, neglect or domestic violence or certain physical injuries.

**8. Public Health Activities.** We may provide your health information for public health activities. These activities generally include the following: to prevent or control, disease, injury or disability; to report births or deaths; to report reactions to medications or problems with products; to notify people of recalls of products they may be using; to notify a person who may have been exposed to a disease or may be at risk for getting or spreading a disease or condition; to notify the government if we suspect a patient has been the victim of abuse, neglect or domestic violence.

**9. Health Oversight Activities.** We may disclose your health information to a health oversight agency for activities authorized by law such as audits, investigations, licensure and inspections. These agencies might include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and civil rights law.

**10. Food and Drug Administration.** We may disclose your health information to a person or company required by the Food and Drug Administration to do the following: report adverse events, product defects or problems and biologic product deviations; track products; enable product recalls; make repairs or replacements; or conduct post-marketing surveillance as required.

**11. Coroners, Medical Examiners and Funeral Directors.** We may disclose your health information to coroners, medical examiners and funeral directors so they can carry out their duties such as identifying the body, determining cause of death, or in the case of funeral directors, to carry out funeral preparation.

**12. Law Enforcement.** We may provide health information for law enforcement purposes, including but not limited to the following: in response to legal proceedings; to identify or locate a suspect, fugitive, material witness or missing person; pertaining to a victim of a crime; pertaining to a death believed to be the result of criminal conduct; pertaining to crimes occurring on-site; and in emergency situations to report a crime, the location of the crime or victims involved.

**13. Organ and Tissue Donation.** We may disclose your health information to people involved with obtaining, storing, or transplanting organs, eyes or tissue of cadavers for donation purposes.

**14. Military and National Security Activities.** We may disclose your health information to authorized federal officials for conducting intelligence, counterintelligence, and other national security activities.

**15. Lawsuits and Disputes.** We may disclose your health information in response to a court or administrative order and in certain conditions in response to a subpoena, discovery request or other lawful process.

**16. To Prevent a Serious Threat to Health or Safety.** We may use and disclose your health information when needed to prevent a serious threat to your health and safety or the health and safety of other people. The information will only be provided to someone able to help prevent the threat.

**YOU HAVE SEVERAL RIGHTS WITH REGARD TO YOUR HEALTH INFORMATION:**

**1. Right to Inspect and Copy.** You have the right to inspect and obtain a copy of your health information. However, this right does not apply to psychotherapy notes; information gathered in reasonable anticipation of, or use in, a civil, criminal or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information.

**2. Right to Request to Correct or Amend.** If you believe your health information is incorrect, you may ask us to correct or amend the information. Such request must be made in writing and must include a reason for the correction or change. If we did not create the health information that you believe is incorrect, or if we disagree with you and believe your health information is correct, we may deny your request.

**3. Right to Request Restrictions.** You have the right to ask for restrictions on how your health information is used or disclosed for treatment, payment and health care operations. Your request must be in writing and must include (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply. We are not legally required to agree with your requested restriction(s).

**4. Right to Request Confidential Communications.** You have the right to ask that we communicate your health information to you using alternative means or an alternative location. For example, you may wish to receive information about your health status in a special, private room or through a written letter sent to a private address. We will accommodate reasonable requests.

**5. Right to an Accounting of Disclosures.** In some limited instances, you have the right to ask that we provide you with a list of the disclosures we have made of your protected health information. All such requests must be made in writing. The disclosure must have been made after April 14, 2003, and no more than six years from the date of your request for an accounting. In addition, we will not include in this list disclosures made for treatment, payment or health care operations, our directory, national security, to law enforcement/corrections regarding inmates, certain health oversight activities and/or disclosures authorized by you or your legal guardian.

**6. Right to Withdraw Your Authorization.** Except for the situations herein, we must obtain your specific written authorization for any other release of your health information. If you sign an authorization form, you may withdraw your authorization at any time, as long as your withdrawal is in writing.

**7. Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us and with the federal Department of Health and Human Services. We will not retaliate against you for filing such a complaint.

If you have any questions or concerns regarding your privacy rights, the information in this notice, or if you wish to file a complaint, please contact the following individual for information:

**Privacy Officer: West Central Nebraska Area Agency on Aging-115 N. Vine Street, North Platte, NE 69101  
(308) 535-8195**

**006.04****Training**

The Care Management Unit has developed the goal to provide training in various facets of care management to its supervisor and care managers. The Care Management Supervisor and designated care managers will conduct an orientation program for all Care Management personnel.

The Care Management Supervisor shall participate in the training provided by the Nebraska Health and Human Services State Unit on Aging. The Care Management Unit shall conduct semi-monthly meetings which shall include updates and training for care managers and associated staff. This training will include, but is not limited to:

- \*proper use of the assessment document
- \*goals and objectives of the care plan
- \*trends in care management and updates in procedures
- \*innovative ideas for care management

**006.05****Long-Term Care Assessment Document**

The West Central Nebraska Area Agency on Aging's Care Management Unit will use the provided standardized long-term care assessment document from the Nebraska Department of Health and Human Services-Division on Aging. Each Care Manager will be trained by the Care Management Unit Supervisor prior to using the assessment document.

West Central Nebraska Area Agency on Aging's Care Management Unit Supervisor will be involved should any changes be made on the long-term care assessment document by the Nebraska Department of Health and Human Services-Division on Aging Long-Term Care Specialist.

**006.06****Long-Term Care Plan, Policies and Procedures on Plan Development**

West Central Nebraska Area Agency on Aging's Care Management Unit shall use a long term care plan which will be developed in consultation with each client and/or family after an initial on-site assessment is completed.

The long term care plan will outline utilization of the interdisciplinary approach, whenever possible, to involve input from a variety of professionals and/or agencies. These professionals and/or agencies may already be providing in-home support and/or services to the clients, so that their inclusion is needed for continuity of the care plan development. The long term care plan will utilize and coordinate any additional available and appropriate public and private resources so that the client will receive, when reasonably possible, the level of care that best matches their level of need. At a minimum, the long term care plan will:

- establish individual goals agreed to by the client

- establish a time frame for implementation of the long term care plan
- define the services and/or equipment which may be needed
- specify the availability of services
- specify costs and methods of service delivery
- define who will provide the services

The long term care plan will be individualized to take into account the client's personal and cultural experiences. It will utilize the client's self-image and will strive to empower the client preferences and desires but being mindful of maintaining the client's personal safety.

#### **006.06E, F & G**

##### **Case Monitoring**

The West Central Nebraska Area Agency on Aging's Care Management Unit will provide regular scheduled monitoring visits of the delivery of services to the client as per the Frequency of Visits policy. The client will be reassessed annually and the care plan will be updated accordingly. The purpose of the monitoring is to reasonably assure the continued appropriateness and effectiveness of the services being delivered and to adjust to the needs of the client as their status dictates or changes.

#### **006.07**

##### **Accessibility of Services, Provide a Comprehensive Directory of Public and Private Resources**

The West Central Nebraska Area Agency on Aging's Intake and Referral staff shall maintain a comprehensive list of information of available public and private resources that include both formal and informal community based services and institutions for use in referral activities of the Care Management Unit. The Agency's Resource Developer coordinates with the Nebraska Department of Health and Human Services Resource Development team in the recruitment and retention of providers. It is the goal of the West Central Nebraska Area Agency on Aging's Care Management Unit that every client will have access to formal and/or informal services that best meet their level of need. *A comprehensive list of public and private resources is available upon request.*

#### **006.08**

##### **Uniform Data Collection**

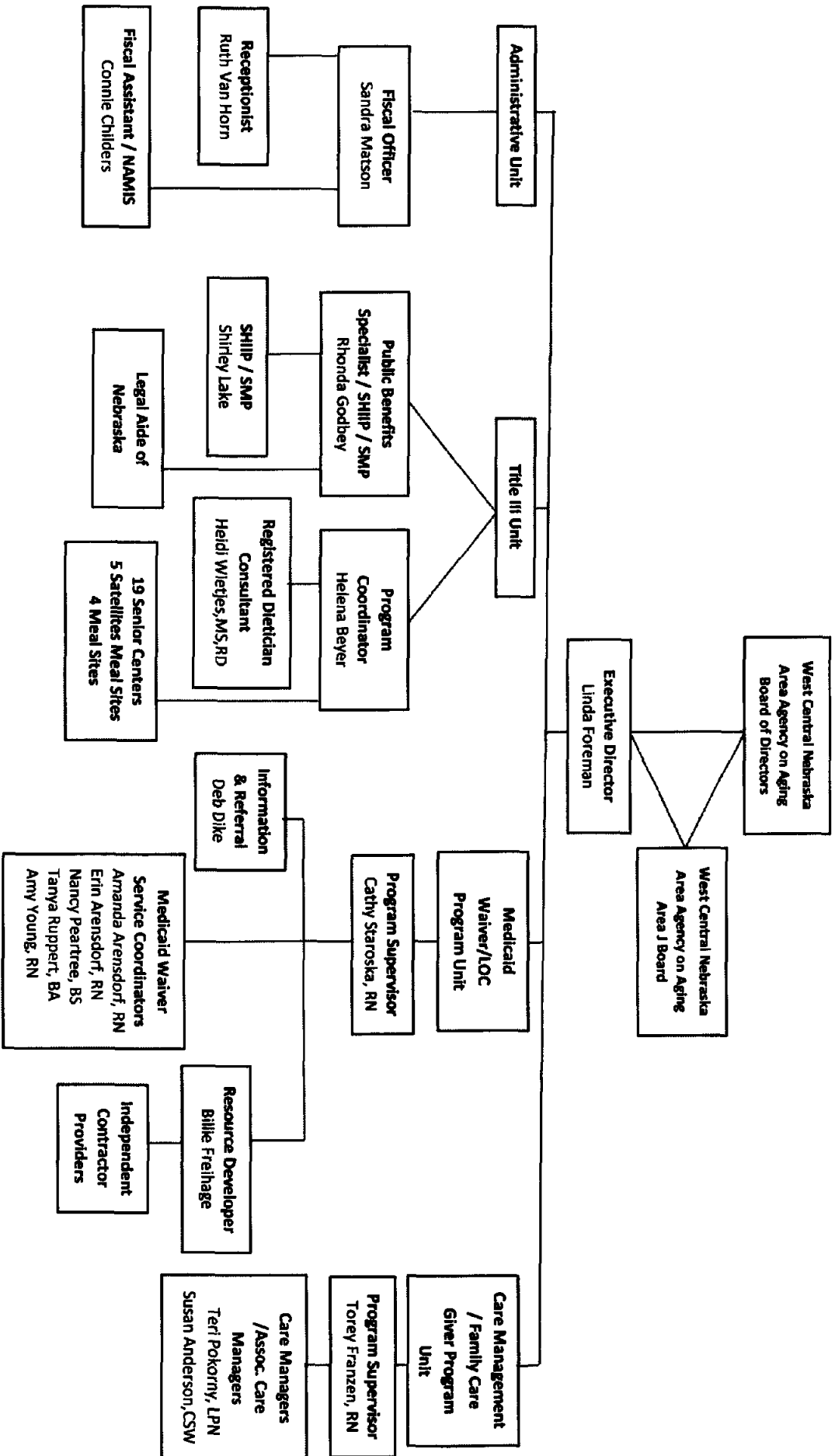
All Care Management Units are entered into the Nebraska Aging Management Information System (NAMIS) by the designated staff monthly

West Central Nebraska Area Agency on Aging understands that the Department shall conduct periodic review of each Care Management Unit for the purpose of evaluation the Unit's compliance with the Act and State rules and regulations.

West Central Nebraska Area Agency on Aging understands that the Unit shall not change its Plan of Operation or its practices under such plan unless the proposed amendment has been submitted to and approved by the Department.

# WEST CENTRAL NEBRASKA AREA AGENCY ON AGING

## ORGANIZATIONAL CHART



## Certificate Of Completion

Envelope Id: A8C9CED3957541AF953833A1F3718068  
 Subject: Please DocuSign: DHHS Agreement #42920 Y3  
 Division: MLTC  
 Agreement Type: Subaward  
 Source Envelope:  
 Document Pages: 46  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Procurement Services  
 301 Centennial Mall S  
 Lincoln, NE 68508-2529  
 dhhs.servicecontractsandsubgrants@nebraska.gov  
 IP Address: 164.119.62.168

## Record Tracking

Status: Original  
 7/2/2018 11:30:32 AM  
 Holder: Procurement Services  
 Location: DocuSign  
 dhhs.servicecontractsandsubgrants@nebraska.gov

## Signer Events

Linda Foreman  
 linda.foreman@nebraska.gov  
 Executive Director  
 West Central Nebraska Area Agency on Aging  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cynthia Brammeier  
 cynthia.brammeier@nebraska.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Courtney Parker courtney.parker@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/2/2018 11:40:06 AM Viewed: 7/2/2018 11:40:30 AM

Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 7/2/2018 11:40:06 AM Viewed: 7/2/2018 11:41:43 AM
Procurement Services dhhs.servicecontractsandsubgrants@nebraska.gov Department of Health and Human Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/2/2018 11:40:06 AM
Katia Rodriguez Katia.Rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2018 11:40:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

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## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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